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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Nelson Mullins Riley & Scarborough LLP	2. Registration No. 5928
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for the period ending _____
- ☐ Other purpose (specify): _____
- ☒ To give notice of change in an exhibit previously filed.

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4. If this amendment requires the filing of a document or documents, please list -

Agreement between Enterprise Saskatchewan and Nelson Mullins Riley & Scarborough LLP

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)

The Supplement to Exhibit B of the Registration Statement (filed 4-10-09) which constitutes the Agreement between the Province of Saskatchewan and Nelson Mullins Riley & Scarborough LLP is expanded to include new responsibilities for Nelson Mullins Riley & Scarborough LLP. The scope of work to represent Saskatchewan is expanded to include promotional activities specific to media outreach.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Type or print name under each signature¹)

August 14, 2009


David E. Dukes

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¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

THIS AGREEMENT made in duplicate,

BETWEEN:

ENTERPRISE SASKATCHEWAN

a body corporate established pursuant to *The Enterprise Saskatchewan Act*

(Hereinafter referred to as "ES")

- and -

NELSON MULLINS RILEY & SCARBOROUGH LLP

Columbia, South Carolina, USA

(Hereinafter referred to as the "Consultant")

AGREEMENT

WHEREAS ES is charged with the responsibility to undertake activities to promote Saskatchewan as a place to live, work, operate a business and invest, including marketing and promotion activities;

AND WHEREAS, in carrying out those responsibilities, ES may, pursuant to clause 5(1)(b) of *The Enterprise Saskatchewan Act*, enter into agreements that ES considers expedient or desirable in the exercise of its powers or the performance of responsibilities;

AND WHEREAS the Government of Saskatchewan, as represented by the Minister Responsible for Intergovernmental Affairs, has retained the services of the Consultant with respect to matters relating to the promotion of Saskatchewan-based interests in the United States of America (US) as outlined in the terms of the agreement made on April 9, 2009 and attached hereto as Appendix "B";

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AND WHEREAS ES desires work undertaken to reach out to media on a regular basis in an effort to interest them in spokespeople, story angles and trends taking shape in the Province of Saskatchewan that might relate to news on the international level;

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SCOPE OF THE CONSULTANT SERVICES

- 1.1 The Consultant shall deliver a number of media relations projects (hereinafter referred to as the "Work"), as defined in Appendix "A", and forming part of this Agreement, and subject to the terms and conditions of this Agreement and the acceptance of ES.
- 1.2 The Consultant shall commence the Work on August 1, 2009, and the Work must be completed by August 1, 2010.
- 1.3 Work done pursuant to the agreement appended hereto as Appendix "B" is in addition to and is not to be a duplication of the services provided to ES in this Agreement.
- 1.4 The Consultant is not, and shall not make any representation that it is, an agent of ES or the Crown in Right of the Province of Saskatchewan and shall ensure that its employees or subcontractors do not make any representation that could reasonably lead any member of the public to believe that the Consultant or its employees or subcontractors are agents of ES or the Crown.
- 1.4 At any time during the term of this Agreement, ES or the Consultant may request changes in this Agreement by submitting such requests in writing to the other party. Any agreed-upon changes must be signed by both parties and appended to this Agreement.

2.0 COST AND PAYMENT OF CONSULTANT SERVICES

2.1 ES agrees to pay:

- a. \$144,000 USD to the Consultant for the Work pursuant to paragraph 2.2 hereinafter provided. This amount is to cover all fees and administrative overhead expenses to be incurred by the Consultant pursuant to this Agreement, and any applicable Provincial Sales Tax for the Consultant's services;
- b. all actual and reasonable travel, sustenance and accommodation expenses to be incurred by the Consultant pursuant to this Agreement provided that the Consultant has obtained the prior approval of ES for travel, sustenance and accommodation expenses; and
- c. all actual and reasonable travel, sustenance and accommodation expenses to be incurred by the reporters participating in the press visits to Saskatchewan pursuant to this Agreement provided that the Consultant has obtained the prior approval of ES for those reporters' travel, sustenance and accommodation expenses.

2.2 The sum referred to in paragraph 2.1 will be paid as follows:

- a. on the last day of each month for the duration of this Agreement the Consultant will submit a report on the activities undertaken during that calendar month and an invoice for \$12,000 USD plus any allowable expenses incurred that month in carrying out that work. Upon receipt and acceptance of that report and invoice, ES will authorize payment of the invoice amount;
- b. the Consultant's fees will be payable at the rate of \$12,000 USD per month; and

- c. travel, sustenance and accommodation expenses will be reimbursed at Public Service Commission approved rates.
- 2.3 Where the Consultant's services are subject to Provincial Sales Tax, invoices shall include that amount.
- 2.4 The Federal Goods and Services Tax is not applicable to the Government of Saskatchewan and invoices should not include any amount with respect to the tax.

3.0 PROPERTY RIGHTS

- 3.1 Ownership of any information, technical data and property rights therein, including intellectual property, in respect of the Work shall vest in and be the property of ES, except where such information and technical data are represented by the general working skills of the Consultant, its associates, servants and agents.
- 3.2 ES shall have the sole right to utilize the information, technical data and rights for whatever purpose ES chooses.
- 3.3 It is the responsibility of the Consultant to obtain such rights/consents as may be necessary for ES to exercise its rights under paragraph 3.2.

4.0 CONFIDENTIALITY

- 4.1 The Consultant shall, both during and after the term of this Agreement, take all responsible precautions to maintain confidentiality and secure all material and information that is the property of ES or the Crown in Right of the Province of Saskatchewan that is in possession or under the control of the Consultant pursuant to this Agreement.

- 4.2 Subject to paragraph 4.5, all documents, data or other information which is provided to or obtained by the Consultant or its agents, employees or subcontractors in the performance of its obligations under this Agreement shall be treated by the Consultant as confidential and shall not be disclosed or made known to anyone unless express written permission is granted by ES.
- 4.3 The Consultant shall safeguard all such confidential documents, data and information in the same manner and to the same extent as it safeguards confidential documents, data and information relating to its own business.
- 4.4 Except as may be specifically instructed by ES, the Consultant shall not use any information that it may secure by reason of this Agreement or any other involvement with ES or the Crown in Right of the Province of Saskatchewan in external dealings unless written permission is granted by ES.
- 4.5 Beyond compliance with applicable US and Canadian laws pertaining to foreign party representation, the Consultant shall not discuss with or reveal to any party outside of the direct employees of ES, or with direct employees of the Ministry of Executive Council as required under this Agreement, without express permission of ES, the nature or content of the relationship, meetings, materials, or programs conducted under this Agreement.
- 4.6 The Consultant hereby warrants and represents that it is in strict compliance with all applicable US and Canadian laws pertaining to foreign party representation and has implemented such procedural safeguards to remain in strict compliance with this section 4.0.

- 4.7 Beyond compliance with applicable US and Canadian laws pertaining to foreign party representation, the parties hereto agree not to disclose or make available to anyone not entitled to the benefit of this Agreement any specific financial information, including but not limited to prices, contained in this Agreement without expressed written consent of the other party, except information that is required to be disclosed by provincial legislation.

5.0 TERMINATION

- 5.1 Each party shall have the right at any time to cancel this Agreement upon giving 60 days notice in writing to the other party.
- 5.2 In the event of cancellation, the sole liability of ES to the Consultant shall be that portion of the fees and expenses incurred by the Consultant up to the effective date of the cancellation, subject to the Consultant completing the current task (if applicable) and the acceptance of ES.

6.0 INDEPENDENT CONTRACTOR

- 6.1 In the performance of the Work, the Consultant shall be an independent contractor and no provision of this Agreement that gives ES a measure of control over the Work shall be construed as authority to direct the Consultant's Work.
- 6.2 The Consultant shall, at its sole cost and expense, furnish all labour, supervision, transportation, equipment and materials which may be necessary for the proper performance of the Work required of the Consultant under this Agreement.
- 6.3 This Agreement is not assignable by either party without the prior written consent of the other.

- 6.4 The Consultant shall not subcontract any part of its obligations under this Agreement without the prior written consent of ES, which consent shall not relieve the Consultant from any of its obligations under this Agreement or impose on ES any liability to the subcontractor.

7.0 GENERAL

- 7.1 This Agreement is effective as of August 1, 2009, notwithstanding its date of execution.
- 7.2 This Agreement, including Appendix "A", constitutes the entire Agreement between the parties with respect of the subject matter hereof, and supersedes all previous negotiations and documents related to this Agreement.
- 7.3 The Consultant shall indemnify and save harmless ES from and against any and all actions, claims, demands, costs and liabilities for injury to persons (including death) or loss of or damage to property occasioned wholly, or in part, by any act or omission of the Consultant, its subcontractors, employees or agents arising out of or relating to this Agreement, including any and all expense, legal or otherwise, incurred in the defence of any claim or suit.
- 7.4 All written correspondence and notices to be given to the parties pursuant to this Agreement shall be given as follows:

To ES:

Pam Bristol
Marketing Director
Enterprise Saskatchewan
300, 2103 – 11th Avenue
REGINA SK S4P 3Z8
Phone: 306-787-4765
Fax: 306-787-8447
Email: Pam.Bristol@gov.sk.ca

To the Consultant:

David H. Wilkins
Nelson Mullins Riley & Scarborough LLP
Poinsett Plaza, Suite 900
104 South Main Street
Greenville, SC 29601-2122
Tel: 864.250.2231
Fax: 864.250.2925
Email: david.wilkins@nelsonmullins.com

- 7.5 It is understood by the parties to this Agreement that this Agreement is subject to *The Freedom of Information and Protection of Privacy Act*.
- 7.6 Any person employed by ES authorized generally or specifically by ES may exercise any of the rights and powers of ES under this Agreement.
- 7.7 This Agreement is governed by the laws of the Province of Saskatchewan.
- 7.8 Payment by the ES of any amount under or pursuant to this Agreement is subject to an appropriation being made by the Legislature of the Province of Saskatchewan to ES for such amount in the fiscal year of ES in which the liability to pay arises.
- 7.9 No delay, neglect or forbearance of either party in enforcing against the other party any term, condition or obligation under this Agreement shall be interpreted as a waiver of that right or in any way prejudice the rights of such party under this Agreement.

7.10 Section 4.0 and paragraphs 3.1, 3.2 and 7.3 of this Agreement shall survive the expiration or termination of the Agreement.

7.11 Time is of the essence of this Agreement.

IN ORDER TO BE BOUND by its terms, the parties have executed this Agreement.

SIGNED, SEALED
AND DELIVERED
in the presence of:

Yelwatenburg
Witness

[Signature]
Chief Executive Officer, Enterprise Saskatchewan

Date: July 10/09

Christine M. Cox
Witness

David H. Watkins
Nelson Mullins Riley & Scarborough LLP

Date: July 13, 2009

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APPENDIX "A"

(the "Work")

Description of the Work

Within the context of the Province of Saskatchewan's directions, interests and priorities as outlined in the agreement between the Government of Saskatchewan and the Consultant attached to this Agreement as Appendix "B", the following are suggested deliverables and strategies the Consultant will use to promote Saskatchewan to a North American audience.

The Consultant will reach out to US media on a regular basis in an effort to interest them in spokespeople, story angles and trends taking shape in the Province of Saskatchewan that might relate to news on the international level. In particular, the Consultant will focus on the following key themes with respect to Saskatchewan:

- strength of the economy;
- strength in key commodity sectors of energy, agriculture and mining;
- strong employment market and labour force demand;
- actions by government to create a competitive business environment;
- position as a secure, abundant supply of energy;
- leadership in sustainable energies/alternative energies;
- leadership in innovation and research and development; and
- specific business and research institute success stories.

The Consultant will proactively draft and distribute Saskatchewan-themed pitches to American media based on messaging discussed with the Government of Saskatchewan' Ministry of Executive Council and Enterprise Saskatchewan or other partner ministries' staff as designated by Executive Council.

ES will provide Consultant in a timely fashion background information, data, and current events in the province to assist the Consultant in the promotion of the key themes outlined above.

The Consultant will leverage any breaking news tied to energy, commodities, technical innovation, or the economy in its media outreach.

Consultant Deliverables:

A. Ongoing Media Relations Services

- By Week Eight of this Agreement, deliver a media relations strategy that identifies target media outlets (print, television, radio, and online) at both the national and state level, as well as the key themes listed above most likely to attract each media outlet. Based on this strategy, set objectives for coverage during the course of this Agreement.
- Expected results would be approximately twelve media placements through the course of the one-year term of this Agreement.
- A quarterly report detailing contacts made, interviews conducted and resulting media coverage, complete with an estimate of the audience reached, the value of advertising equivalency and the editorial impact.
- A monthly work plan outlining projects and initiative planned, underway or intended.
- An annual report evaluating results against the original goals and targeted media outlets in the strategy.

B. One Inbound Media Trip

- The Consultant will organize a minimum of one media trip to the province that ES will host, either general in nature or targeted to specific sectors.
- A minimum of three media placements, resulting from one group press trip.

C. Arrange Individual Visits by Targeted Reporters

The Consultant will attempt to bring more targeted North American media to the province for additional stories concerning the province's leadership in the above-mentioned key theme areas.

- Arrange a minimum of one to two individual media visits from top-tier journalists and follow-up to monitor results.

D. Outbound Media Tours

The Consultant will organize media interviews, editorial boards and/or news conferences in conjunction with the province's planned trade/investment attraction missions into the US.

- Arrange media tours as required with an expected minimum of three interviews per visit. Conduct diligent follow-up with each editor/reporter to pursue specific story ideas discussed during the interview.

E. Maximize Trade Show Marketing Opportunities

The Consultant will partner with Saskatchewan to leverage the province's participation at trade conferences by identifying trade press scheduled to attend the show and arranging face-to-face appointments with key spokespersons from Saskatchewan.

- Ensure maximum marketing impact at conferences that Saskatchewan spokespeople are attending in the coming year with a goal of arranging face-to-face interviews with trade press attending the shows.

F. Advice and Counsel on Entire Program

The Consultant will continue to make its team, resources and marketing experience available to ES and Executive Council officials on a day-to-day basis. Whether it relates to website, reviewing messaging or brainstorming new ways to approach an issue, the Consultant's staff will be available and willing to advise on any marketing activity.

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